

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

IN

ALPINE, AMADOR, BUTTE, COLUSA, FRESNO, GLENN,
HUMBOLDT, KERN, KINGS, LAKE, LASSEN, MADERA,
MARIPOSA, MENDOCINO, MERCED, SAN FRANCISCO, SAN
JOAQUIN, SAN MATEO, SANTA CLARA, SHASTA, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TULARE, TUOLUMNE AND
YUBA COUNTIES

61-1245-18

AGREEMENT

BETWEEN

ASPLUNDH TREE EXPERT CO.

< And

LOCAL UNION 1245

OF THE

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

Expires: December 31, 2007

RECEIVED
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

ARTICLE IV INCLEMENT WEATHER

4:1 Employees who report for work on a workday or for prearranged work on a workday and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than two (2) hours at straight-time rates. Employees receiving subsistence as provided for in Section 5:2 shall continue to receive subsistence in addition to the amount provided for under this Section.

(a) The determination for laying off on an inclement day shall not be at the discretion of the Foreman, but that the employees shall work on such days unless specifically notified otherwise by the General Foreman or other higher Company Supervisor.

4:2 Subject to approval of the General Foreman or Supervisor, those employees who, due to inclement weather or other excused absences were prevented from working forty (40) straight-time hours in a given workweek shall be permitted to work on a non-workday within the same workweek the number of hours necessary to total forty (40) straight-time hours for the week, but not to exceed eight (8) hours.

(a) It is intended that when such cases occur, employees who did not work because of inclement weather or other excused absences on a regular workday shall not be required to work on their next non-workday, but where agreement is reached between the General Foreman or Supervisor and the employee, the employee shall be allowed to do so.

ARTICLE V EXPENSES

5:1 If Company requires an employee to work two (2) hours beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars (\$12.00) and time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefor. On a four-day ten-hour schedule, employees will be granted a meal after one (1) hour of overtime. Company may prearrange employees with 4/10 schedules for ten-hour shifts on non-workdays without making meal payments. Employees provide their own first meal on prearranged shifts. Company is required to provide meals or payments in lieu on emergency call-out shifts.

(a) If Company requires an employee to perform emergency work on days starting two (2) hours or more before regular work hours and such employee continues to work into regular work hours, the employee shall be paid a meal allowance of twelve dollars (\$12.00) for the first meal and a meal allowance of twelve dollars (\$12.00) for every five (5) hours thereafter.

5:2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed twenty-five dollars (\$25.00) per day as subsistence for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company. Company agrees to provide

lodging when the Company assigns employees over 100 miles from their regular assigned headquarters.

(a) Employees assigned temporary work shall be paid an expense allowance for the following:

- (1) Each scheduled day he works in his basic workweek or is prevented from performing such scheduled work by inclement weather conditions.
- (2) Each day he report for prearranged work in a non-workday; and
- (3) Holidays which fall on a workday in his basis workweek

(b) Temporary work as used in this Article shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.

(c) For temporary assignment to another headquarters, the following sequence will be observed:

- (1) The most senior volunteers in appropriate classifications.
- (2) The least senior individuals in the appropriate classifications.
- (3) Individuals relocated to another temporary headquarters will not be moved again until other individuals in the base headquarters have been relocated temporarily at least once. A temporary headquarters change will consist of a minimum of 15 consecutive workdays for an individual prior to activating the rotation process. (Individuals can volunteer to remain in the temporary assignment for longer than fifteen days.)

5:3 In other than emergency situations, the Company shall give at least forty-eight (48) hours notice to an employee who is to be sent out of town for temporary work, in order that the employee may have time to prepare for the trip.

5:4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience.

5:5 Employees who are requested by the Company to use their personal automobiles for Company's convenience shall be reimbursed therefore at the appropriate rate as determined by the IRS for the mileage reimbursement.

ARTICLE VI SENIORITY

6:1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (1) an employee is discharged for cause; (2) except as otherwise modified by Section 10:1(a)(3), an employee voluntarily terminates employment or voluntarily takes a layoff; (3) an employee has been laid off for more than six (6) consecutive months; or (4) an employee has violated the provisions of Article VII, Section 7:6.

(a) New employees within the bargaining unit will be probationary employees until they have been employed and actually worked within the bargaining unit for six (6) months (1040 hours) within any consecutive twelve (12) month period, and their seniority shall be adjusted.